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Attorneys for CITY OF LOMPOC, a  
 municipal corporation, PATRICK  
 WALSH, an individual, DEANNA,  
 CLEMENT, an individual

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

MAYRA GRIJALVA, individually and  
 as the Custodian and Guardian Ad  
 Litem for MELIAH GRIJALVA,  
 MIGUEL GRIJALVA, and  
 MAURICIO GRIJALVA, minor  
 children,

Plaintiffs,

v.

CITY OF LOMPOC, a municipal  
 corporation, PATRICK WALSH, an  
 individual, DEANNA, CLEMENT, an  
 individual, and DOES 1 through 25,  
 individually and in their official  
 capacities as Police Officers,  
 Employees and/or Agents of and for the  
 City of Lompoc, inclusive,

Defendants.

Case No. CV 18-5928-JAK (SKx)

**STIPULATED PROTECTIVE  
 ORDER**

Judge: Hon. Steve Kim

The Hon. John A. Kronstadt, Ctrm. 10B

Trial Date: January 7, 2021

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,  
 proprietary, or private information for which special protection from public disclosure

1 and from use for any purpose other than prosecuting this litigation may be warranted.  
2 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
3 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
4 blanket protections on all disclosures or responses to discovery and that the protection it  
5 affords from public disclosure and use extends only to the limited information or items  
6 that are entitled to confidential treatment under the applicable legal principles. The  
7 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
8 Protective Order does not entitle them to file confidential information under seal; Civil  
9 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
10 will be applied when a party seeks permission from the court to file material under seal.

11  
12 B. GOOD CAUSE STATEMENT  
13

14 This action is likely to involve materials and information that were acquired in  
15 confidence by public employees in the course of their duties and have not been  
16 officially disclosed or made open or available to the public. Such confidential materials  
17 and information consist of, among other things: (1) confidential police personnel files  
18 and accompanying materials maintained by the City of Lompoc Police Department; (2)  
19 law enforcement investigative reports and records which may contain personal contact  
20 information of third party witnesses; and (3) information otherwise generally  
21 unavailable to the public, or which may be privileged or otherwise protected from  
22 disclosure under state or federal statutes, court rules, case decisions, or common law.  
23 City Defendants contend that individual officers have an interest in protecting their own  
24 privacy rights relating to information in their personnel files and other related  
25 information including but not limited to internal affairs investigations. Accordingly, to  
26 expedite the flow of information, to facilitate the prompt resolution of disputes over  
27 confidentiality of discovery materials, to adequately protect information the parties are  
28 entitled to keep confidential, to ensure that the parties are permitted reasonably

1 necessary uses of such material in preparation for and in the conduct of trial, to address  
2 their handling at the end of the litigation, and serve the ends of justice, a protective  
3 order for such information is justified in this matter. It is the intent of the parties that  
4 information will not be designated as confidential for tactical reasons and that nothing  
5 be so designated without a good faith belief that it has been maintained in a  
6 confidential, non-public manner, and there is good cause why it should not be part of  
7 the public record of this case.

8  
9 2. DEFINITIONS

10 2.1 Action: this pending federal law suit.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
14 it is generated, stored or maintained) or tangible things that qualify for protection under  
15 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
16 Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of  
23 the medium or manner in which it is generated, stored, or maintained (including, among  
24 other things, testimony, transcripts, and tangible things), that are produced or generated  
25 in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
28 expert witness or as a consultant in this Action.

1           2.8    House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.9    Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.10   Outside Counsel of Record: attorneys who are not employees of a party to  
7 this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm which  
9 has appeared on behalf of that party, and includes support staff.

10          2.11   Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.13   Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
18 their employees and subcontractors.

19          2.14   Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL.”

21          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
22 from a Producing Party.

23  
24    3.    SCOPE

25          The protections conferred by this Stipulation and Order cover not only Protected  
26 Material (as defined above), but also (1) any information copied or extracted from  
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
28



Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

#### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 5. DESIGNATING PROTECTED MATERIAL

##### 5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.



1 If it comes to a Designating Party's attention that information or items that it  
 2 designated for protection do not qualify for protection, that Designating Party must  
 3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
 5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
 6 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
 7 must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic  
 10 documents, but excluding transcripts of depositions or other pretrial or trial  
 11 proceedings), that the Producing Party affix at a minimum, the legend  
 12 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
 13 contains protected material. If only a portion or portions of the material on a page  
 14 qualifies for protection, the Producing Party also must clearly identify the protected  
 15 portion(s) (e.g., by making appropriate markings in the margins).

16 A Party or Non-Party that makes original documents available for inspection  
 17 need not designate them for protection until after the inspecting Party has indicated  
 18 which documents it would like copied and produced. During the inspection and before  
 19 the designation, all of the material made available for inspection shall be deemed  
 20 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
 21 copied and produced, the Producing Party must determine which documents, or  
 22 portions thereof, qualify for protection under this Order. Then, before producing the  
 23 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to  
 24 each page that contains Protected Material. If only a portion or portions of the material  
 25 on a page qualifies for protection, the Producing Party must also clearly identify the  
 26 protected portion(s) (e.g., by making appropriate markings in the margins).





(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent applicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

1  
2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
4 disclosed or produced by another Party or by a Non-Party in connection with this  
5 Action only for prosecuting, defending, or attempting to settle this Action. Such  
6 Protected Material may be disclosed only to the categories of persons and under the  
7 conditions described in this Order. When the Action has been terminated, a Receiving  
8 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
13 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
14 may disclose any information or item designated “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
16 well as employees of said Outside Counsel of Record to whom it is reasonably  
17 necessary to disclose the information for this Action;

18 (b) the officers, directors, and employees (including House Counsel) of  
19 the Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional  
26 Vendors to whom disclosure is reasonably necessary for this Action and who have  
27 signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);  
28



(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with the  
2 subpoena or court order shall not produce any information designated in this action as  
3 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
4 order issued, unless the Party has obtained the Designating Party’s permission. The  
5 Designating Party shall bear the burden and expense of seeking protection in that court  
6 of its confidential material and nothing in these provisions should be construed as  
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
8 directive from another court.

9  
10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
11 IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
14 produced by Non-Parties in connection with this litigation is protected by the remedies  
15 and relief provided by this Order. Nothing in these provisions should be construed as  
16 prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to  
18 produce a Non-Party’s confidential information in its possession, and the Party is  
19 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential  
20 information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party  
22 that some or all of the information requested is subject to a confidentiality agreement  
23 with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the Non-  
28 Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this court  
2 within 14 days of receiving the notice and accompanying information, the Receiving  
3 Party may produce the Non-Party's confidential information responsive to the  
4 discovery request. If the Non-Party timely seeks a protective order, the Receiving Party  
5 shall not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the court.  
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
8 seeking protection in this court of its Protected Material.

9  
10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
14 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
15 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
16 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
17 request such person or persons to execute the "Acknowledgement and Agreement to Be  
18 Bound" that is attached hereto as Exhibit A.

19  
20 11. INADVERTENT PRODUCTION OF PRIVILEGE OR OTHERWISE  
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection, the  
24 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rules of Evidence 502(d) and (e), insofar as the  
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted to  
3 the court.

4  
5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
16 Protected Material at issue. If a Party's request to file Protected Material under seal is  
17 denied by the court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the court.

19  
20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60  
22 days of a written request by the Designating Party, each Receiving Party must return all  
23 Protected Material to the Producing Party or destroy such material. As used in this  
24 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the Protected  
26 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
27 must submit a written certification to the Producing Party (and, if not the same person  
28 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by



1 category, where appropriate) all the Protected Material that was returned or destroyed,  
2 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or any other format reproducing or capturing any of the  
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
5 archival copy of all pleadings, motion papers, trial, deposition and hearing transcripts,  
6 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
7 work product, and consultant and expert work product, even if such materials contain  
8 Protected Material. Any such archival copies that contain or constitute Protected  
9 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
10

11 14. Any violation of this Order may be punished by any and all appropriate  
12 measures including, without limitation, contempt proceedings and/or monetary  
13 sanctions.  
14

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD  
16

17 DATED: October 26, 2018

TWITCHELL AND RICE, LLP

18 By: /s/ Todd C. Hunt

19 TODD C. HUNT

20 Attorneys for Plaintiffs

21 MAYRA GRIJALVA, individually and as

22 the Custodian and Guardian Ad Litem for

23 MELIAH GRIJALVA, MIGUEL

24 GRIJALVA, and MAURICIO GRIJALVA,

25 minor children  
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DATED: October 26, 2018

ALESHIRE & WYNDER, LLP

By:           /s/ Glen E. Tucker            
GLEN E. TUCKER  
Attorneys for Defendants  
CITY OF LOMPOC, PATRICK WALSH,  
and DEANNA CLEMENT

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED:           October 29, 2018          



Honorable Steve Kim  
United States Magistrate Judge







EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_[print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of  
*Mayra Grijalva, et al., v. City of Lompoc, et al.*, USDC Case No. 2:18:cv:05928-JAK-SK. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District  
of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_[print or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_